

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quick Weight Loss Centers, LLC		08/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Compass Bank, as Agent		
Street Address:	8080 N. Central Expressway, Suite 120		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	State chartered commercial bank: ALABAMA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3192051	QUICK WEIGHT LOSS CENTERS	
Registration Number:	3274988	QUICK WEIGHT LOSS CENTERS	
Serial Number:	87014152	QWLC	
Registration Number:	3937851	GOLD XTRM	
Registration Number:	3466319	QUICK BOOST	
Registration Number:	3875421	TOTALLY SLIM	
Registration Number:	3965032	TOTALLY SLIM	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLp		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	46456-0020		
NAME OF SUBMITTER:	Chris L. Bollinger		

CH \$190.00 3192051

SIGNATURE:	/Chris L. Bollinger/
DATE SIGNED:	08/23/2016
Total Attachments: 7 source=8-23 - QWLC Trademark Security Agreement#page1.tif source=8-23 - QWLC Trademark Security Agreement#page2.tif source=8-23 - QWLC Trademark Security Agreement#page3.tif source=8-23 - QWLC Trademark Security Agreement#page4.tif source=8-23 - QWLC Trademark Security Agreement#page5.tif source=8-23 - QWLC Trademark Security Agreement#page6.tif source=8-23 - QWLC Trademark Security Agreement#page7.tif	

SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of August 22, 2016 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of COMPASS BANK ("BBVA"), as administrative agent ("Agent") for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement referred to therein.

WHEREAS, QUICK WEIGHT LOSS CENTERS HOLDINGS, LLC, a Delaware limited liability company ("Holdings"), QUICK WEIGHT LOSS CENTERS, LLC, a Delaware limited liability company (the "Company"), Agent, each Lender from time to time party thereto and each other party thereto have entered into the Credit Agreement dated as of August 22, 2016 (the "Closing Date") (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit, and the Secured Swap Providers and the Cash Management Banks may agree to enter into agreements giving rise to Secured Rate Contracts and Cash Management Obligations, respectively, upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Secured Swap Providers to enter into Secured Rate Contracts and the Cash Management Banks to enter into agreements giving rise to Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any United States "intent-to-use" trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period,

if any, in which, the grant, attachment or enforcement of a Security Interest hereunder would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Credit Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication (including “.pdf” or “.jpg” files) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

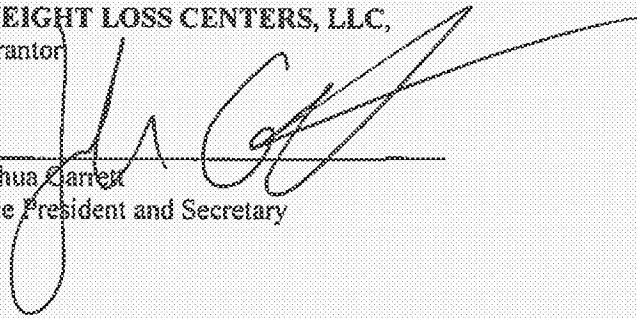
SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions

with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

QUICK WEIGHT LOSS CENTERS, LLC,
as Initial Grantor

By: 
Name: Joshua Jarrett
Title: Vice President and Secretary

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

46456-0020
DAW00387632

TRADEMARK
REEL: 005863 FRAME: 0455

COMPASS BANK,
as Agent

By: 
Name: Kayle Green
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement (Trademarks)]

46456-0020
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TRADEMARK
REEL: 005863 FRAME: 0456

SCHEDULE A

United States Patents and Patent Applications

None.

United States Trademark Registrations and Trademark Applications

COUNTRY	REFERENCED	FILED	AFFL#	REGDT	REG#	STATUS	CLASSES
<i>All Actions Due 3/22/21</i>							
QUICK WEIGHT LOSS CENTERS							
FLORIDA	11658 4702			3/3/2011	T1100000221	REGISTERED	05,44
	3/3/2021	RENEWAL					
05 - Diet capsules; diet pills; dietary supplements; nutritional supplements; powdered nutritional supplement drink mix.							
44 - Dietary and nutritional guidance; maintaining personal medical history records and files; providing information about dietary supplements and nutrition; weight reduction diet planning and supervision.							
QUICK WEIGHT LOSS CENTERS bow tape logo							
UNITED STATES	11658 4708	8/18/2005	78986 438	1/2/2007	3,192,051	REGISTERED	05,44
	1/2/2017	AFFIDAVIT W/RENEWAL					
05 - Diet capsules; Diet pills; Dietary supplements; Nutritional supplements; Powdered nutritional supplement drink mix.							
44 - Dietary and nutritional guidance; Maintaining personal medical history records and files; Providing information about dietary supplements and nutrition; Weight reduction diet planning and supervision.							
QUICK WEIGHT LOSS CENTERS clock logo							
FLORIDA	11658 4704			3/3/2011	T1100000224	REGISTERED	44
	3/3/2021	RENEWAL					
44 - Dietary and nutritional guidance; maintaining personal medical history records and files; providing information about dietary supplements and nutrition; weight reduction diet planning and supervision.							
QUICK WEIGHT LOSS CENTERS color logo							
FLORIDA	11658 4706			3/3/2011	T1100000222	REGISTERED	44
	3/3/2021	RENEWAL					
44 - Dietary and nutritional guidance; maintaining personal medical history records and files; providing information about dietary supplements and nutrition; weight reduction diet planning and supervision.							
QUICK WEIGHT LOSS CENTERS color tape logo							
UNITED STATES	11658 4711	8/20/2006	78982 222	8/7/2007	3,274,568	REGISTERED	05,44
	8/7/2017	AFFIDAVIT W/RENEWAL					
05 - Diet capsules; Diet pills; Dietary supplements; Nutritional supplements; Powdered nutritional supplement drink mix.							
44 - Dietary and nutritional guidance; Maintaining personal medical history records and files; Providing information about dietary supplements and nutrition; Weight reduction diet planning and supervision.							
QUICK WEIGHT LOSS CENTERS logo h/w							
FLORIDA	11658 4703			3/3/2011	T1100000223	REGISTERED	05
	3/3/2021	RENEWAL					
05 - Diet capsules; diet pills; dietary supplements; nutritional supplements; powdered nutritional supplement drink mix.							
QWLC							
FLORIDA	11658 4713	5/11/2016	T1600000448	5/11/2016	T1600000448	REGISTERED	44
	11/11/2016	STATUS CHECK					
	5/11/2021	RENEWAL					
44 -							
UNITED STATES	11658 4712	4/26/2016	87944 152			PENDING	44
	10/6/2016	STATUS CHECK					
	10/26/2016	CONVENTION ENDS					
44 - Dietary and nutritional guidance; Maintaining personal medical history records and files; Providing a website featuring information and advice in the fields of diet, weight loss, diet planning and lifestyle wellness; Providing an interactive website featuring information and links relating to healthy living and weight loss; Providing information about dietary supplements and nutrition; Weight reduction diet planning and supervision.							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
GOLD XTREM							
UNITED STATES	11334.4798	7/20/2010	85098,868	3/26/2011	3,837,881	REGISTERED	05
	3/24/2017	AFFIDAVIT OF USE					
	3/24/2017	AFFIDAVIT OF RENEWAL					
05 - Dietary and nutritional supplements, namely, vitamins, minerals, herbs, and appetite suppressants							
QUICK BOOST							
UNITED STATES	11334.4792	10/5/2007	77290,048	7/15/2008	3,468,319	REGISTERED	5
	7/15/2018	AFFIDAVIT OF RENEWAL					
5 - VITAMINS, NUTRITIONAL SUPPLEMENTS; DIETARY AND MINERAL SUPPLEMENTS; DIETARY AND MINERAL SUPPLEMENT DRINK MIXES FOR ENERGY AND VIGILANCE; MEDICINAL HERBS; AND HEALTH FOOD PRODUCTS, NAMELY, DIETARY SUPPLEMENT DRINK MIXES FOR ENERGY AND VIGILANCE							
TOTALLY SLIM							
UNITED STATES	11334.4703	5/8/2000	77732,255	11/06/2010	3,875,421	REGISTERED	5
	11/16/2016	AFFIDAVIT OF USE					
	11/16/2016	AFFIDAVIT OF RENEWAL					
5 - Vitamins and mineral supplements, dietary and nutritional supplements, dietary food supplements, and dietary drink supplements							
TOTALLY SLIM logo							
UNITED STATES	11334.4705	7/26/2010	85092,472	5/24/2011	3,865,082	REGISTERED	05
	5/24/2017	AFFIDAVIT OF USE					
	5/24/2017	AFFIDAVIT OF RENEWAL					
05 - Vitamins and mineral supplements, dietary and nutritional supplements, dietary food supplements, and dietary drink supplements							

United States Copyright Registrations

None.